

PTO/SB/81 (04-05)
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**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

| | |
|------------------------|-------------------------------------|
| Application Number | 10/656,781 |
| Filing Date | September 5, 2003 |
| First Named Inventor | Betz |
| Title | Methods and Compositions for Treati |
| Art Unit | 1648 |
| Examiner Name | Salimi |
| Attorney Docket Number | B185 1230.1 (MSC 8016) |

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☒ Practitioners associated with the Customer Number:

26158

OR

☐ Practitioner(s) named below:

| Name | Registration Number |
|------|---------------------|
| | |
| | |
| | |
| | |

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number:

OR

☐ The address associated with Customer Number:

☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

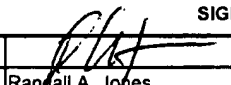
Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

| | | | |
|-------------------|---|-----------|--------------|
| Signature |  | Date | 9/8/05 |
| Name | Randall A. Jones | Telephone | 919 316 6474 |
| Title and Company | Vice President and General Counsel, Talecris Biotherapeutics, Inc. | | |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/96 (09-04)

Approved for use through 07/31/2005. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Talecris Biotherapeutics, Inc.Application No./Patent No.: 10/656,781 Filed/Issue Date: September 5, 2003Entitled: Method and System for Allocation of Limited Supply MedicationTalecris Biotherapeutics, Inc., a a Delaware Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

9/8/05

Date

Randall A. Jones

Printed or Typed Name

919 316 6474

Telephone Number

Vice President and General Counsel

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR(S):

| Name of Inventor (Last name followed by given name) | Address | Country of Citizenship |
|--|---|------------------------|
| Betz, Ulrich | Im Johannistal 11 42119 Wuppertal, Germany | Germany |
| Radtke, Klaus-Peter | 2416 Maxton Crest Drive Apex, North Carolina 27502 United States of America | Germany |

hereby sell(s), assign(s) and transfer(s) to

ASSIGNEE: Bayer HealthCare LLC, 555 White Plains Road, Tarrytown, New York 10591, United States of America, a corporation organized under the laws of the State of Delaware, United States of America, and its successors, assigns and legal representatives,

the entire right, title and interest in and to, including the right to claim priority from, the invention(s) disclosed in US Patent Application Serial Number 10/656,781, filed on September 5, 2003

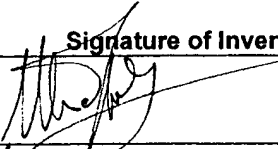
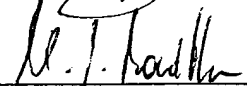
which is entitled: Methods and Compositions for Treating Herpes Infection

and any legal equivalent thereof in a foreign country,

and in and to all Letters Patent and equivalents thereof to be obtained for said invention in all countries by the above application or any continuation, division, renewal, substitute or equivalent thereof, as well as to any reissue, reexamination, patent term restoration, or equivalent thereto.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment, and that ASSIGNEE will, upon ASSIGNEE's request, be provided promptly with all pertinent facts and documents relating to said invention(s) and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any interference, litigation or other proceeding related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative(s) any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention(s) and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/we have hereunto respectively set hand and seal on the date(s) shown below:

| Typed Name of Inventor | Signature of Inventor | Date |
|------------------------|---|------------|
| Ulrich Betz |  | 10/24/2003 |
| Klaus-Peter Radtke |  | 09/29/2003 |

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris Biotherapeutics, Inc. (f/k/a NPS BioTherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or



PATENT ASSIGNMENT


This PATENT ASSIGNMENT ("Assignment") dated as of March 31, 2005 (the "Effective Date"), is by and between Bayer HealthCare LLC, a Delaware limited liability company with an office at 400 Morgan Lane, West Haven, CT 06516 ("Bayer" or "Assignor") and Talecris Biotherapeutics, Inc. (f/k/a NPS BioTherapeutics, Inc.), a Delaware corporation with an office at 79 TW Alexander Drive, 4101 Research Commons, Research Triangle Park, Raleigh, NC 27709 ("Assignee").

In the Amended and Restated Joint Contribution Agreement dated as of March 30, 2005, by and among Bayer, Talecris Holdings, LLC (f/k/a NPS Bio Holdings, LLC), a limited liability company organized under the laws of the state of Delaware, Talecris Biotherapeutics Holdings Corp., a corporation organized under the laws of the state of Delaware, and Assignee (the "Contribution Agreement"), Bayer has agreed to transfer or to cause one or more of its Affiliates to transfer to Assignee, certain assets, specified in the Contribution Agreement by execution of certain agreements including, without limitation, one or more Assignment and Assumption Agreements contemplated to be executed concurrently herewith, and one or more transfer documents. This Assignment is a transfer document in accordance with the Contribution Agreement and the assets transferred hereby may also be subjects of one or more of such Assignment and Assumption Agreements. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Contribution Agreement.

In consideration of the representations, warranties, covenants and agreements in the Contribution Agreement, the parties agree as follows:

1. Assignment

Assignor hereby contributes, assigns and transfers to Assignee, and Assignee hereby accepts the contribution, assignment and transfer from Assignor of, all of its right, title and interest in and to the issued patents and pending patent applications listed in the attached Schedule 1A (collectively, the "Patents") together with any extension, reissue, modification or renewal thereof, and (i) all rights, Claims, credits or rights of set-off against third persons for infringement or other violation of the Patents arising on or after the Effective Date or as otherwise provided in the Contribution Agreement, whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by Governmental Authority, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Patents, and (ii) all income, royalties or payments exclusively relating to the Patents due or



payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

2. Parties' Rights and Remedies

The rights and remedies of each party under the Contribution Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement. This Assignment is made without representation or warranty except as provided in and by the Contribution Agreement.

3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

payable for any period on or after the Effective Date under any Contract (all collectively, the "Patent Rights").

KEA

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for the Patent Rights; (2) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Patent Rights, including, without limitation, testifying as to any facts relating to the Patent Rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (1) - (3) above for the reasonable direct costs of Assignor which includes (i) employee costs (including, for example, salaries, benefits, relocation, travel, and training and development) and employee supporting costs (including, for example, computer and software, telephone usage, supplies, and depreciation of office equipment and furnishings) for employees working directly on (1) - (3) above, pro rated for the amount of time spent by such employees working directly on (1) - (3) above, but in no event shall this include any general overhead costs (including, for example, depreciation for office building space, information technology infrastructure, site maintenance, medical department, cafeteria, security, communications, safety, heating and cooling, water and sewage, electricity, gas, and general administration), and (ii) documented out-of-pocket costs incurred in the provision of (1) - (3) above, including, without limitation, attorney fees for counsel for Assignor selected at the sole discretion of Assignor.

2. Parties' Rights and Remedies

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3. Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

4. Counterparts

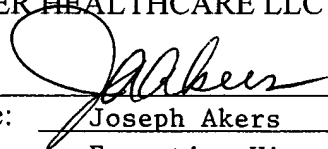
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

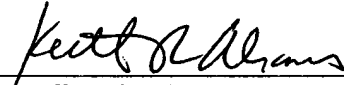
Handwritten signature and initials in the top right corner. The signature appears to be "John" followed by initials "HRS" and "MD".

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

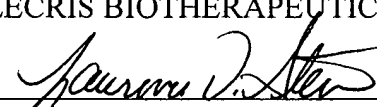
BAYER HEALTHCARE LLC

By 
Name: Joseph Akers
Title: Executive Vice President

BAYER HEALTHCARE LLC

By 
Name: Keith Abrams
Title: Assistant Secretary

TALECRIS BIOTHERAPEUTICS, INC.

By 
Name: Lawrence Stern
Title: Executive Chairman,
President and Chief
Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

SS.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Joseph Akers, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Vice President of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia

Printed Name Linda C. Brown

My Commission Expires:

LINDA C. BROWN

NOTARY PUBLIC OF DISTRICT OF COLUMBIA

My Commission Expires August 31, 2006


CERTIFICATE OF ACKNOWLEDGMENT

CITY OF WASHINGTON

SS.:

DISTRICT OF COLUMBIA

On this 31st day of March 2005, before me personally came Keith Abrams, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Assistant Secretary of Bayer HealthCare LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of Bayer HealthCare LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public – District of Columbia
Printed Name Linda C. Brown

My Commission Expires:

LINDA C. BROWN
NOTARY PUBLIC OF DISTRICT OF COLUMBIA
My Commission Expires August 31, 2008

Schedule 1A: Patents and Patent Applications

Schedule 1A

| Title | Trade Name/Product | Country Code | Application Serial No. | Filing Date | Patent No. | Issue Date | Status | Assignee |
|---|--------------------|--------------|------------------------|-------------|------------|------------|---------|----------------------|
| Methods and Compositions for Treating Herpes Infections | | US | 10/656,781 | 09/05/2003 | | 01/00/00 | Pending | Bayer HealthCare LLC |
| Methods and Compositions for Treating Herpes Infections | | PCT | US04/028559 | 09/02/2004 | | | Pending | Bayer HealthCare LLC |